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12 Attorneys for Plaintiff  
13 PROVO CRAFT AND NOVELTY, INC.

14 UNITED STATES DISTRICT COURT  
15  
16 NORTHERN DISTRICT OF CALIFORNIA  
17  
18 SAN JOSE DIVISION

19 PROVO CRAFT AND NOVELTY, INC., a  
20 Utah corporation,

21 Plaintiff,

22 v.

23 CRAFT EDGE INC., a California corporation;  
24 and BRANDON KURODA, an individual,

25 Defendants.

Civil Action No. 5:11-cv-00297-PSG

**FIRST AMENDED COMPLAINT FOR:**

1. COPYRIGHT INFRINGEMENT;
2. TRADEMARK INFRINGEMENT  
UNDER § 32 OF THE LANHAM  
ACT;
3. TRADEMARK INFRINGEMENT,  
FALSE DESIGNATION OF ORIGIN,  
PASSING OFF, AND UNFAIR  
COMPETITION UNDER §§ 32 AND  
43(a) OF THE LANHAM ACT; AND
4. BREACH OF CONTRACT

AND

**DEMAND FOR JURY TRIAL**

1 Plaintiff Provo Craft and Novelty, Inc. (“Provo Craft” or “Plaintiff”), by its attorneys,  
2 brings this First Amended Complaint against Defendants Craft Edge Inc. (“Craft Edge”) and  
3 Brandon Kuroda (“Kuroda”) (collectively, “Defendants”) as follows:  
4

5 **NATURE OF THE SUIT**

6 1. Defendants have illegally enriched themselves at Plaintiff’s expense by unauthorized use  
7 of Provo Craft’s copyrighted CRICUT DESIGNSTUDIO® software and Provo Craft’s registered  
8 CRICUT® trademarks. Accordingly, Provo Craft brings this action for injunctive relief and  
9 damages arising from (i) Defendants’ unlawful acts of copyright infringement, in violation of the  
10 Copyright Act of 1976, as amended, 17 U.S.C. §§ 101 et seq. and, in particular, § 501 (“the  
11 Copyright Act”); (ii) Defendants’ trademark infringement, false designation of origin, passing off  
12 and unfair competition, in violation of the Lanham Act, 15 U.S.C. §§1051 et seq.; and (iii)  
13 Defendants’ breach of contract.  
14

15 **PARTIES**

16 2. Plaintiff Provo Craft is a Utah corporation with a principal place of business located at  
17 10876 South River Front Parkway, Suite 600, South Jordan, Utah, 84095.  
18

19 3. Upon information and belief, Defendant Craft Edge is a California corporation with a  
20 mailing address in California at 20505 Yorba Linda Blvd #112, Yorba Linda, CA 92886.

21 4. Upon information and belief, Defendant Kuroda is an individual with a residence at 20055  
22 Paseo Luis, Yorba Linda, CA 92886-5702.

23 5. Upon information and belief, Defendant Kuroda formed and registered Defendant Craft  
24 Edge shortly after he became aware of Provo Craft’s CRICUT DESIGNSTUDIO® software and  
25 did so for the purpose of conducting the unlawful conduct alleged in this First Amended  
26 Complaint. In particular, Defendant Kuroda created Defendant Craft Edge for the purpose of  
27 introducing a parasitical competing product in the marketplace, one that was made possible by  
28

1 unlawful access to and use of Provo Craft's confidential and copyright-protected computer  
2 programs and related intellectual property.

3 6. Upon information and belief, Defendant Kuroda is the President, sole member and  
4 proprietor, and primary decision maker of Defendant Craft Edge.

5 7. Upon information and belief, Defendant Craft Edge does not have a place of business  
6 separate from Defendant Kuroda's home.

8 8. Upon information and belief, Defendant Craft Edge does not have a retail space.

9 9. Upon information and belief, Defendant Craft Edge does not have a phone number.

10 10. Upon information and belief, there is a unity of interest and ownership between Defendant  
11 Craft Edge and Defendant Kuroda such that the separate personalities of Defendant Craft Edge  
12 and Defendant Kuroda do not in reality exist.

13 11. Upon information and belief, Defendant Craft Edge is a mere shell or conduit for  
14 Defendant Kuroda's activities and affairs, including the unlawful conduct alleged herein.

15 12. Upon information and belief, Defendant Craft Edge is not adequately capitalized to meet  
16 predictable obligations, including paying a judgment for copyright infringement, breach of  
17 contract, and trademark infringement.

18  
19 **JURISDICTION AND VENUE**

20 13. Count I arises under a federal statute, 17 U.S.C. §§ 101 et seq. (the Copyright Act). This  
21 Court has exclusive subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

22 14. Counts II-III arise under a federal statute, 15 U.S.C. §§1051 et seq. (the Lanham Act).  
23 This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338 and 15 U.S.C. §  
24 1121.

25 15. Count IV for breach of contract arises under the laws of California. This Court has  
26 supplemental jurisdiction pursuant to 28 U.S.C. § 1367(a) because it is so related to the federal  
27  
28

1 claims that it forms part of the same case or controversy and derives from a common nucleus of  
2 operative fact.

3 16. This Court has personal jurisdiction over Defendants. Defendants solicit, transact and do  
4 business within this judicial district. In addition, according to the End User's License Agreement  
5 ("EULA") at issue in this case, Defendants have agreed that any dispute arising under or relating  
6 to the EULA shall be submitted to the exclusive jurisdiction of the state and federal courts in San  
7 Francisco, California.  
8

9 17. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391 and 1400. Venue is also  
10 proper because Defendants are subject to personal jurisdiction in this district. In addition, by  
11 agreeing to the EULA, Defendants agreed to waive all objections to venue.  
12

### 13 **INTRADISTRICT ASSIGNMENT**

14 18. Because this action is an Intellectual Property Action as specified in Civil L.R. 3-2(c), it is  
15 to be assigned on a district-wide basis.

### 16 **BACKGROUND ALLEGATIONS**

17 19. Provo Craft is an innovative maker of consumer craft products that are used in personal  
18 craft projects.

19 20. The great market success of Provo Craft's CRICUT® personal electronic cutting machines  
20 (or "e-cutters") and related content cartridges and consumables has made Provo Craft one of the  
21 leading companies in its industry. When Provo Craft introduced the CRICUT® e-cutter in 2005,  
22 it was the first affordable, user-friendly and standalone (no computer required) personal electronic  
23 cutting machine. By accessing one or more CRICUT® content cartridges connected to a CRICUT  
24 machine, users can select fonts, then select, size, arrange and cut paper or vinyl letters and  
25 designs. This can be done using just the keyboard and display on each CRICUT® e-cutter. An  
26 image of a CRICUT® e-cutter appears below:  
27  
28



21. Provo Craft now sells three (3) different models of CRICUT® e-cutters, as well as the CRICUT CAKE™ and CRICUT IMAGINE™ machines. The former is used to cut gum paste and similar materials for use in decorating cakes and cookies. The latter is the first combined personal e-cutter and inkjet printer in one machine.

22. Provo Craft has developed and now sells well over 100 different CRICUT® cartridges that supply a vast pool of content for users to create and cut projects with their CRICUT e-cutters. These cartridges plug into the CRICUT® e-cutters. Each CRICUT® cartridge contains computer programs that control the CRICUT® e-cutter and store, manage, translate and deliver the letter and design content on each cartridge.

23. As shown in the picture in Paragraph 20 above, a user plugs a CRICUT® cartridge into the front right part of the CRICUT® e-cutter. An image of a typical CRICUT® cartridge appears below:

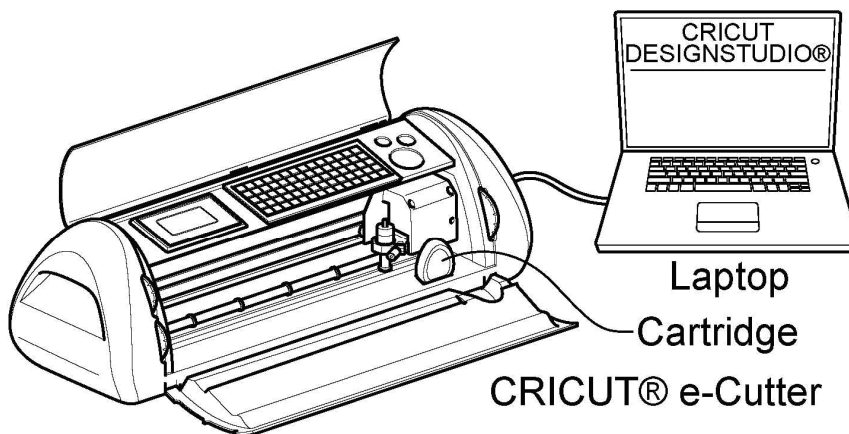


24. The CRICUT® e-cutters cut a variety of materials with or without a computer. Consumers use the cut patterns for scrapbooks, greeting cards, cake decorations, and a variety of other applications.

25. Provo Craft also owns and sells a personal computer software application program called CRICUT DESIGNSTUDIO® that allows people to view, manage, and manipulate all of the content that Provo Craft offers on its CRICUT® cartridges. Consumers can purchase licenses to use CRICUT DESIGNSTUDIO®, then either download the software via the internet, or access the software on CD-ROM discs. The software is then installed on the licensee's personal computer.

26. CRICUT DESIGNSTUDIO® transmits instructions via Universal Serial Bus (“USB”) from the computer running CRICUT DESIGNSTUDIO® to the CRICUT® e-cutter. CRICUT DESIGNSTUDIO® prepares the instructions to control the CRICUT® e-cutter which “instructs” the CRICUT® e-cutter how to cut a particular pattern or shape.

27. Provo Craft uses security features such that consumers can cut a pattern from CRICUT DESIGNSTUDIO® only if the applicable cartridge – presumably one that they own – is plugged into the CRICUT® e-cutter, as illustrated below.



28. Provo Craft uses various techniques to encrypt and obscure the USB communications between CRICUT DESIGNSTUDIO® and the CRICUT® e-cutter, in order to protect Provo

1 Craft's proprietary software and firmware, and to prevent attempts to intercept the cutting  
2 commands.

3 29. The use of CRICUT DESIGNSTUDIO® software by end users is governed by an end user  
4 license agreement (“EULA”). See End User License Agreement (attached hereto as Ex. A).

5 30. After purchasing but before using CRICUT DESIGNSTUDIO®, end users must read and  
6 agree to be bound by the terms of the EULA. (Ex. A).

7 31. The EULA grants the end user a “non-exclusive right and license to use” CRICUT  
8 DESIGNSTUDIO® and related documentation. (Ex. A at ¶ 1).

9 32. The EULA further provides that “[t]he Software contains copyrighted material, trade  
10 secrets and other proprietary intellectual property.” (Ex. A at ¶ 2). The EULA expressly forbids  
11 concurrent use of the software unless each user has an applicable license and agrees to the terms of  
12 the EULA. (Ex. A at ¶ 2).

13 33. The EULA also provides: “You may not decompile, disassemble, reverse-engineer or  
14 otherwise display the Software in human-readable form. You may not modify, translate, rent,  
15 lease, distribute or lend the Software, and you may not sell to others the right to use the Software  
16 on your computer. You may not remove any proprietary notices or labels on the Software. You  
17 may not copy, transfer, transmit, sublicense or assign this license or the Software except as  
18 expressly permitted in this Agreement.” (Ex. A at ¶ 2).

19 34. Provo Craft began selling CRICUT DESIGNSTUDIO® in November 2007. Some time  
20 after the release of CRICUT DESIGNSTUDIO®, Defendants began offering and selling a  
21 computer software program known as Sure Cuts A Lot™ (“SCAL”). SCAL sends control  
22 commands to the CRICUT® e-cutter using the same protocol used by CRICUT  
23 DESIGNSTUDIO® and encrypted using the same encryption that CRICUT DESIGNSTUDIO®  
24 uses.  
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1 35. An updated version of CRICUT DESIGNSTUDIO® was released in March 2008. Shortly  
2 after this, Defendants produced and released an updated version of SCAL.

3 36. Upon information and belief, when Defendants or someone acting on Defendants' behalf  
4 obtained each version of CRICUT DESIGNSTUDIO®, it agreed to the terms of the EULA.

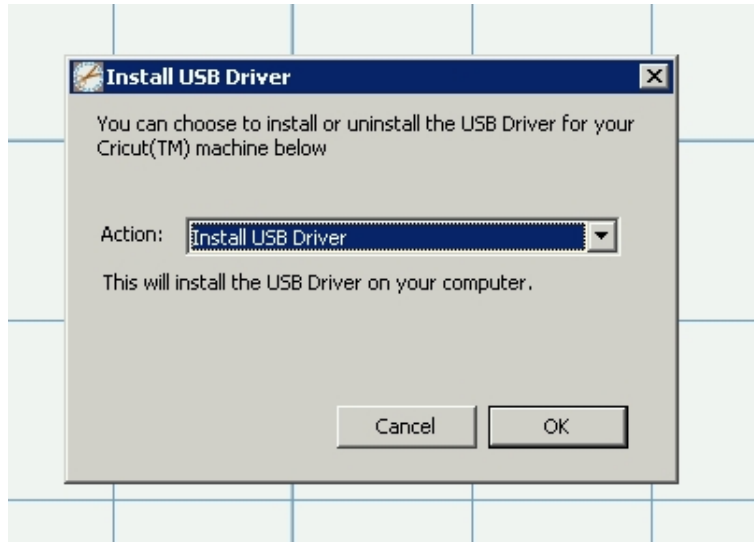
5 37. Upon information and belief, Defendants, or a person acting on Defendants' behalf and  
6 under Defendants' instructions and control, willfully and knowingly violated the EULA by, inter  
7 alia, decompiling, disassembling, reverse-engineering or otherwise displaying in human-readable  
8 form the CRICUT DESIGNSTUDIO® software that runs on a user's personal computer.

9 Defendants did this in order to gain knowledge of Provo Craft's CRICUT®-related protocol and  
10 encryption methods in order to create its own product, SCAL.

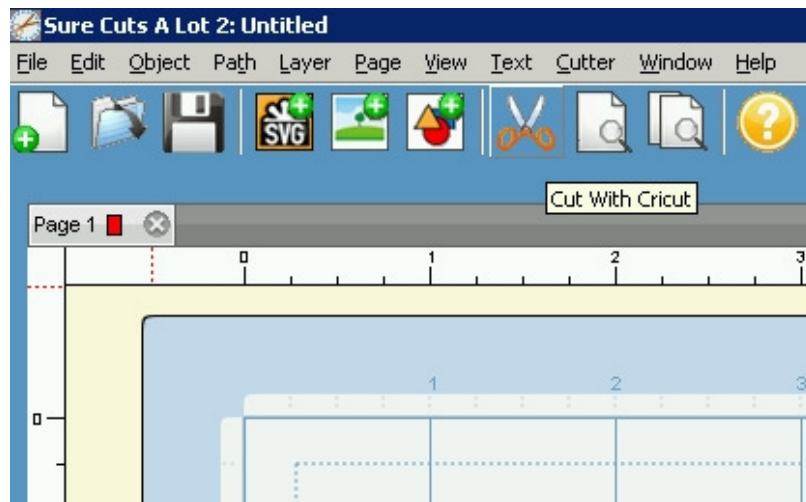
11 38. SCAL is a computer software application that provides a computer interface that allows  
12 people to cut virtually any shape that they can create or obtain from any other source, using a  
13 CRICUT® e-cutter, all without purchasing Provo Craft's CRICUT DESIGNSTUDIO® software  
14 or CRICUT® cartridges. According to Defendant Craft Edge, SCAL works with the original and  
15 current models of CRICUT® Personal, CRICUT® Expression, CRICUT® Create, and CRICUT®  
16 Cake machines.

17 39. As with CRICUT DESIGNSTUDIO®, people can buy SCAL and load it into their  
18 personal computer either with a CD-ROM disc or from the internet from Defendant Craft Edge's  
19 website ([www.craftedge.com/download/download.html](http://www.craftedge.com/download/download.html)). Like CRICUT DESIGNSTUDIO®,  
20 SCAL communicates with the CRICUT® e-cutter via USB. As shown in the screenshot below,  
21 SCAL instructs users to install the USB driver for their CRICUT® e-cutter.  
22  
23  
24  
25  
26  
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40. Once installed, the SCAL interface instructs users to “cut with Cricut[®]”:



## **CAUSES OF ACTION**

### **COUNT I** **COPYRIGHT INFRINGEMENT**

41. Provo Craft repeats and re-alleges herein each of the foregoing paragraphs.

42. Provo Craft owns all copyrights in a number of CRICUT® - related works, including the computer programs that comprise the CRICUT DESIGNSTUDIO® software, the firmware for

1 CRICUT® e-cutters, and the computer software and content on each CRICUT® cartridge. Provo  
2 Craft has a number of related copyright registrations in the U.S. Copyright Office for many of  
3 these works, including: federal copyright registration number TXu001588137 (attached hereto as  
4 Ex. B) and federal copyright registration number TXu001586115 (attached hereto as Ex. C).  
5 Provo Craft also owns federal copyright registration number Txu 1-713-342 (attached hereto as  
6 Ex. E) and federal copyright registration number Txu 1-713-343 (attached hereto as Ex. F).

7  
8 43. Defendants, without Provo Craft's permission, authorization or consent, have committed  
9 copyright infringement by, among other things, accessing, using, copying, and/or making  
10 derivative works of, at least portions of these computer programs.

11 44. In particular, upon information and belief, Defendants committed copyright infringement  
12 at least by loading (*e.g.*, copying) CRICUT DESIGNSTUDIO® into a computer's random access  
13 memory ("RAM") and decompiling, disassembling, reverse-engineering, and/or otherwise  
14 displaying the software in human-readable form in violation of the EULA to which Defendants  
15 were expressly bound. Such copying was beyond the scope of the license and therefore an  
16 infringement.

17  
18 45. Defendants engaged in this unauthorized copying repeatedly over the years each time  
19 Provo Craft released updates to CRICUT DESIGNSTUDIO®.

20 46. Defendants' infringement has been willful, intentional, and purposeful, in disregard of and  
21 indifferent to Provo Craft's rights.

22  
23 47. Defendants' conduct constitutes a violation of 17 U.S.C. § 101 et seq., and especially §  
24 501 et seq.

25 48. As a direct and proximate result of Defendants' copyright infringements, Provo Craft has  
26 suffered actual and irreparable injury for which no adequate remedy exists at law. Unless  
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1 restrained and enjoined, Defendants will continue to engage in the acts complained of herein and,  
2 therefore, will continue to cause irreparable harm to Provo Craft.



3 49. As the result of Defendants' copyright infringements, Provo Craft is entitled to the  
4 maximum statutory damages pursuant to 17 U.S.C. § 504(c), including enhanced damages for  
5 willful infringement under 17 U.S.C. § 504(c)(2). Alternatively, at Provo Craft's election,  
6 pursuant to 17 U.S.C. § 504(b), Provo Craft is entitled to its actual damages plus Defendants'  
7 profits from infringement, as will be proven at trial.  
8

9 50. Provo Craft is entitled to its costs, including reasonable attorneys' fees, pursuant to 17  
10 U.S.C. § 505.

11 **COUNT II**  
12 **TRADEMARK INFRINGEMENT UNDER § 32 OF THE LANHAM ACT**

13 51. Provo Craft repeats and re-alleges herein each of the foregoing paragraphs.

14 52. Provo Craft is the owner of federal trademark registrations and applications for the mark  
15 CRICUT in various forms covering a variety of goods, including valid and subsisting registrations  
16 on the Principal Register in the U.S. Patent and Trademark Office for the word marks CRICUT®,  
17 CRICUT CREATE®, CRICUT EXPRESSION®, CRICUT CAKE® and CRICUT  
18 DESIGNSTUDIO®, as well as the composite word and design mark CRICUT & DESIGN®.  
19 Summary information concerning registrations for these mark is set forth in the table below and  
20 copies of the corresponding registration certificates are attached to this First Amended Complaint  
21 as Exhibit D. All of the registrations on Exhibit D are valid and subsisting. They constitute in all  
22 instances *prima facie* evidence, and for those registrations that are incontestable, conclusive  
23 evidence, of Provo Craft's exclusive rights to use these marks in connection with the goods recited  
24 in the registrations throughout the U.S.:  
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Mark	Reg. No.	Reg. Date	Goods Description
CRICUT & Design 	3,406,679	04/01/2008	IC 7 - paper cutting machine for cutting paper, cardstock and other paper materials in sheet form
CRICUT & Design 	3,372,457	01/22/2008	IC 9 - Computer software recorded on cartridges containing fonts, images or designs for use in operating electronic cutting machines for cutting paper and other materials in sheet form
CRICUT	3,326,119	10/30/2007	IC 7 - Paper cutting machine for cutting paper, cardstock and other materials in sheet form
			IC 9 - Electronic memories contained in a cartridge to be inserted in an electronic paper cutting machine
CRICUT CREATE	3,541,570	12/02/2008	IC 7 - Paper cutting machine for cutting paper, cardstock and other materials in sheet form
CRICUT EXPRESSION	3,572,075	02/10/2009	IC 7 - Cutting machine for cutting paper, cardstock and other paper or plastic materials in sheet form
CRICUT DESIGNSTUDIO	3,579,471	02/24/2009	IC 9 - Computer software recorded on CD Rom and in downloadable format for use in operating electronic cutting machines for cutting paper and other materials in sheet form
CRICUT CAKE	3,881,505	11/23/2010	IC 7 - electronic cutting machines for cutting gum paste, fondant and other confectionery or pastry materials in flat form; blades for electronic cutting machines
			IC 9 - Computer software recorded on cartridges containing fonts and

Mark	Reg. No.	Reg. Date	Goods Description
			graphics for use in operating electronic cutting machines for cutting gum paste, fondant and other confectionery or pastry materials in flat form
			IC 21 - Plastic mats for cutting food; Utensils for working with confectionery or pastry materials, namely, spatulas, rollers, pastry cutters, pastry brushes, pastry smoothers, picks for removing cut confectionery or pastry pieces
			IC 30 - Confectionery, namely, gum pastes, fondants and frostings, and mixes therefor

The foregoing marks and the registrations therefor shall be referred to as the "CRICUT® Marks."

53. Provo Craft has extensively and continuously sold, marketed, advertised, and promoted its e-cutter machines, cartridge, software, and related goods using its CRICUT® Marks, and the same have become widely and favorably known throughout the United States. Indeed, the CRICUT® Marks are famous, and are a most valuable asset of Provo Craft, symbolizing its goodwill among consumers and the trade and are exclusively associated with Provo Craft.

54. Defendants have been using one or more of Provo Craft's CRICUT® Marks in commerce in connection with identical and related goods and services.

55. Defendants use the CRICUT® Marks in advertising and promoting their website and in advertising, promoting, and selling their SCAL software, all without permission from Provo Craft.

56. Defendants also use the CRICUT® Marks within the SCAL software, again without permission from Provo Craft.

1 57. Defendants' unauthorized uses of the CRICUT® Marks are likely to cause confusion,  
2 mistake, or deception as to the source or origin of Defendants' goods and services, and are likely  
3 to falsely suggest a sponsorship, connection, license, or association of Defendants' goods and  
4 services with Provo Craft, and thus constitute trademark infringement of Provo Craft's federally  
5 registered marks in violation of Section 32 of the Lanham Act, 15 U.S.C. § 1114.

6  
7 58. Defendants' conduct has at all times relevant to this action been willful and/or knowing.

8 59. As a direct and proximate result of Defendants' conduct, Provo Craft has been damaged  
9 and will continue to be damaged.

10 60. Provo Craft has no adequate remedy at law.

11 **COUNT III**  
12 **TRADEMARK INFRINGEMENT, FALSE DESIGNATION OF ORIGIN, PASSING OFF**  
13 **AND UNFAIR COMPETITION UNDER §§ 32 AND 43(a) OF THE LANHAM ACT**

14 61. Provo Craft repeats and re-alleges herein each of the foregoing paragraphs.

15 62. Defendants' use of Provo Craft's CRICUT® Marks is likely to cause confusion, mistake,  
16 or deception as to the origin, sponsorship, or approval of Defendants' goods and services and  
17 commercial activities, and thus constitutes trademark infringement, false designation of origin,  
18 passing off, and unfair competition with respect to the CRICUT® Marks in violation of Section  
19 43(a) of the Lanham Act, 15 U.S.C. Section 1125(a)(1), and Section 32 of the Lanham Act, 15  
20 U.S.C. Section 1114.

21 63. Defendants' conduct has at all times relevant to this action been willful and/or knowing.

22 64. As a direct and proximate cause of Defendants' conduct, Provo Craft has been damaged  
23 and will continue to be damaged.

24 65. Provo Craft has no adequate remedy at law.

25  
26 **COUNT IV**  
27 **BREACH OF CONTRACT**

28 66. Provo Craft repeats and re-alleges herein each of the foregoing paragraphs.

1 67. Upon information and belief, Defendants or someone acting upon Defendants' behalf  
2 obtained CRICUT DESIGNSTUDIO® after it was first released in November 2007 and thereafter  
3 when it was updated and released in new versions.

4 68. On each occasion that Defendants obtained CRICUT DESIGNSTUDIO®, they did so for  
5 the purpose of analyzing CRICUT DESIGNSTUDIO® and related materials, making improper  
6 use of Provo Craft's intellectual property embodied therein, and creating a competing product that  
7 is now known, marketed, and sold as Sure Cuts A Lot or SCAL.

8 69. Shortly after the releases of the first and second versions of CRICUT DESIGNSTUDIO®,  
9 Defendants released first and second versions of SCAL.

10 70. Upon information and belief, Defendants were prompted to read the EULA before using  
11 the CRICUT DESIGNSTUDIO® software package and agreed to be bound by its terms. (Ex. A).

12 71. Provo Craft (and Provo Craft's predecessor-in-interest, Cognitive Devices, Inc.) fulfilled  
13 all of its obligations under the EULA by supplying CRICUT DESIGNSTUDIO® to Defendants.

14 72. Defendants breached the EULA by using the software in ways that were expressly  
15 forbidden by the EULA, for example by decompiling, disassembling, reverse-engineering, and/or  
16 otherwise displaying the software in human-readable form. (Ex. A at ¶ 2).

17 73. The purpose of Defendants' conduct was to introduce a parasitical competing product in  
18 the marketplace, one that was made possible by Defendants' unlawful access to and use of Provo  
19 Craft's confidential and copyright-protected computer programs and related intellectual property.

20 74. In addition, Defendants intentionally lured customers away by advertising that customers  
21 would not need to buy CRICUT® cartridges if they bought SCAL instead of CRICUT  
22 DESIGNSTUDIO®.

23 75. Defendants' conduct was willful, intentional, and purposeful, in disregard of and  
24 indifferent to Provo Craft's rights.  
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1 76. Defendants use a similar End User License Agreement (EULA) in connection with the  
2 licensing of their SCAL software (Ex. G).

3 77. Defendants' conduct would have violated their own EULA.

4 78. This shows the Defendants' willfulness, and their disregard for fairness and the rights of  
5 others.

6 79. Provo Craft has suffered damages legally caused by Defendants' breach, including  
7 monetary damages representing lost sales of Provo Craft's CRICUT DESIGNSTUDIO® software  
8 package and CRICUT® cartridges.

9 80. In addition, as a result of Defendants' breach, Provo Craft has suffered loss of sales,  
10 customers and goodwill for which there is no adequate remedy at law.

11 81. Provo Craft has been irreparably harmed by Defendants' breach because there is no  
12 adequate legal remedy to compensate Provo Craft for the loss of customers and goodwill caused  
13 by Defendants' unlawful conduct.  
14  
15

16 **PRAYER FOR RELIEF**

17 Accordingly, Provo Craft prays that this Court enter a judgment in its favor and against  
18 the Defendants by ordering:

19 a) That Defendants have infringed Provo Craft's copyrights, and such infringement  
20 was intentional and willful;

21 b) That Defendants have infringed Provo Craft's CRICUT® Marks, and such  
22 infringement was intentional and willful;

23 c) That Defendants have engaged in false designation of origin, passing off, and  
24 unfair competition, and such conduct was intentional and willful;

25 d) That Defendants breached the EULA, and such breach was intentional and willful;  
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1 e) That therefore Defendants, and Defendants' employees, agents, officers, directors,  
2 shareholders, members, subsidiaries, related companies, affiliates, distributors, dealers, and  
3 all persons in active concert or participation with any of them, are preliminarily and  
4 permanently enjoined from infringing Provo Craft's copyrights, or contributing to or  
5 inducing infringement by others;

6 f) That therefore Defendants, and Defendants' employees, agents, officers, directors,  
7 shareholders, members, subsidiaries, related companies, affiliates, distributors, dealers, and  
8 all persons in active concert or participation with any of them, are preliminarily and  
9 permanently enjoined from infringing Provo Craft's CRICUT® Marks;

10 g) That therefore Defendants, and Defendants' employees, agents, officers, directors,  
11 shareholders, members, subsidiaries, related companies, affiliates, distributors, dealers, and  
12 all persons in active concert or participation with any of them, are preliminarily and  
13 permanently enjoined engaging in further false designation of origin, passing off, and  
14 unfair competition;

15 h) That therefore Defendants pay Provo Craft damages to compensate for the injuries  
16 they caused, together with any applicable interest;

17 i) That therefore Defendants pay Provo Craft statutory damages as provided under the  
18 Copyright Act;

19 j) That therefore Defendants pay Provo Craft's costs, expenses and attorney fees as  
20 provided under the Copyright Act;

21 k) That therefore Defendants pay compensatory damages suffered by Provo Craft as a  
22 result of the foregoing acts of infringement, trebled in accordance with 15 U.S.C. § 1117.

23 l) That therefore Defendants pay Provo Craft enhanced damages for willful and  
24 intentional infringement;

1 m) That therefore Defendants pays Provo Craft's costs, expenses and attorney fees as  
2 provided under the Lanham Act;

3 n) That therefore Defendants pay compensatory damages suffered by Provo Craft as a  
4 result of the foregoing acts of infringement, false designation of origin, passing off, and  
5 unfair competition, trebled in accordance with 15 U.S.C. § 1117;

6 o) That therefore Defendants, and Defendants' employees, agents, officers, directors,  
7 shareholders, members, subsidiaries, related companies, affiliates, distributors, dealers, and  
8 all persons in active concert or participation with any of them, are preliminarily and  
9 permanently enjoined from selling SCAL or any other product that resulted from  
10 Defendants' copyright infringement or breach;

11 p) That therefore Defendants pay Provo Craft all other money to which Provo Craft  
12 may be entitled by law and equity.

13 q) Other relief as the Court may deem appropriate.  
14

15  
16  
17 Respectfully submitted, this 4<sup>th</sup> day of April, 2011.

18  
19 By: /s/ Nathaniel Bruno  
20 Sheppard Mullin Richter & Hampton LLP  
Nathaniel Bruno (Cal. Bar No. 228118)

21 Honigman Miller Schwartz and Cohn LLP  
22 Andrew M. Grove (*pro hac vice*)  
Emily J. Zelenock (*pro hac vice*)

23 Attorneys for Plaintiff  
24 PROVO CRAFT AND NOVELTY, INC.  
25  
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27  
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**DEMAND FOR JURY TRIAL**

In accordance with Federal Rule of Civil Procedure 38(b), Plaintiff Provo Craft and Novelty, Inc. hereby demands a jury trial on all issues triable of right by a jury.

Respectfully submitted,

Dated: April 4, 2011

By: /s/ Nathaniel Bruno

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